UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

INA STEINER, DAVID STEINER, and STEINER ASSOCIATES, LLC,	)))
Plaintiffs,	)) Civil Action No. 21-CV-11181-PBS))
v.	))
EBAY INC., et al.,	))
Defendants.	)))

<u>DECLARATION OF JACK W. PIROZZOLO, ESQ.</u>

I, Jack W. Pirozzolo, hereby depose and say as follows:

1.   I submit this declaration in support of eBay Inc.'s ("eBay") Notice of Joinder to Wendy Jones's Motion to Strike Plaintiffs' Proffer of Future Testimony or, in the Alternative, Motion for Supplemental Discovery. Unless otherwise noted, the statements set forth herein are based on my own personal knowledge. They are also true to the best of my knowledge, information, and belief as of the date I signed this declaration.

2.   I am a partner with the law firm of Sidley Austin LLP and counsel of record for eBay in the above-captioned matter.

3.   Attached hereto as Exhibit 1 is a true and correct copy of email correspondence between William Fick and me, between March 17, 2025 and March 20, 2025.

I declare, under the pains and penalties of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

Executed, April 11, 2025, in the Commonwealth of Massachusetts, United States of America.

/s/ Jack W. Pirozzolo
Jack W. Pirozzolo

CERTIFICATE OF SERVICE

I hereby certify that on April 11, 2025, this document, filed through the CM/ECF system, will be sent electronically to the registered participants as identified on the Notice of Electronic Filing (NEF) and paper copies will be sent to those indicated as non-registered participants.

Dated: April 11, 2025   */s/ Jack W. Pirozzolo*
                                                Jack W. Pirozzolo

EXHIBIT 1

From:	Pirozzolo, Jack
To:	William Fick
Cc:	Daniel Marx
Subject:	RE: Baugh
Date:	Thursday, March 20, 2025 3:23:00 PM

Bill/Dan:

eBay will not entertain this proposal from Mr. Baugh and rejects it.

Regards,
JACK W. PIROZZOLO

SIDLEY AUSTIN LLP
+1 617 223 0304
jpirozzolo@sidley.com

From: William Fick <wfick@fickmarx.com>
Sent: Thursday, March 20, 2025 11:45 AM
To: Pirozzolo, Jack <jpirozzolo@sidley.com>
Cc: Daniel Marx <dmarx@fickmarx.com>
Subject: RE: Baugh

> **EXTERNAL EMAIL - Use caution with links and attachments.**

Hi Jack,

Just checking in about status of this. We are under some time pressure from J Saris' 4/1 disclosure deadline.

Thanks,

Bill

From: William Fick
Sent: Monday, March 17, 2025 12:16 PM
To: Pirozzolo, Jack <jpirozzolo@sidley.com>
Cc: Daniel Marx <dmarx@fickmarx.com>
Subject: Baugh

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Jack,

Our suggestion is that if eBay were to indemnify Mr. Baugh (for any judgment, and his attorneys fees, currently in the neighborhood of $200k) he would agree not to voluntarily provide testimony in Steiner v eBay et al and would continue to invoke his

Fifth Amendment privilege, as he has done to date. We are not wed to the "indemnification" terminology and would of course be open to any kind of agreement or structure that would cover his financial obligations.

We believe this is permissible under the exceptions to Mass. Prof. C. 3.4(f) (and similar rules in other jurisdictions) because Mr. Baugh is a former employee of eBay. That rule provides that a lawyer shall not:
(f) request a person other than a client to refrain from voluntarily giving relevant information to another party unless:
(1) the person is a relative or an employee or other agent of a client; and
(2) the lawyer reasonably believes that the person's interests will not be adversely affected by refraining from giving such information.

There are various ethics opinions describing the law around "non-cooperation" agreements, which are disfavored outside the employee/agent context. See, e.g., https://www.nhbar.org/buying-silence-non-cooperation-clauses-in-settlement-agreements/ (the NH rule is nearly identical to MA).

Bill